

# **VIABLE INTERSECTIONS BETWEEN THEATRE ARTS AND LEGAL STUDIES: OPTIONS TO PURSUE**

**Professor MABEL I. E. EVWIERHOMA, PhD**

Diaspora Centre  
University of Abuja  
Abuja-FCT, Nigeria  
Email: mabtobrhomma2002@yahoo.com

## **Abstract**

There are different areas of relatedness between performance and law as reflected in the codes on the rights of the performer to seek redress in the Nigeria court of law. They provide adequate substantiation for the seam between Theatre and Legal Studies. The artist-performer embodies the spheres of connection and continues to reflect how the codes could be articulated for the apposite enforcement of his rights. This shows that there are meeting points and they should be highlighted. Using library phenomenological research, this paper gauges the Sunny Ade Case and attempts to reveal these meeting points. Again it seeks to find out how and why they occur and ways the artist-performer could benefit from such. It found that the cases under litigation like those of Anidugbe Oluwatobiloba Daniel, also known as, Kiss Daniel; Douglas Jack Agu, also referred to as Runtown; and the singer and song writer, Olawale Oloforo, also called Brymo, the film and music producer, Remi Ibitola reveal the need for the practitioners of the law to accurately understand the universe of the artist-performer. On the other hand, the artist should comprehend legal drafting and contracts before appending their signatures to them. It is recommended that training programmes should be organised for both parties to remedy the deficit in the broad understanding of both intersecting areas of operation. The resort to alternative means of dispute settlement was also recommended.

## **Introduction**

The theatre is known for its cross-cutting forms across disciplines. There have been inroads between the theatre and every aspect of life, hence it is often considered to be life itself. At another level, it is often assumed by many (and wrongly so), that the law has only but few intersections between its scope of relativity and artistic endeavours. In recent years, many practitioners of the arts and even artistes themselves have ventured into learning the law to become lawyers. To many within the house of artistes, such artiste-performers, artiste-scholar, or critic-artists, scholar-performers and diverse combinations of metier who venture into other areas have deserted the fold and bear no true loyalty to Theatre and or Performing Arts. The likes of Reuben Abati, Elo Ibagere, Jeleel Ojuade, Richard Mofe-Damijo, Taiwo Adepetu and this writer and others in no particular order, trained as Theatre Artists from different universities in Nigeria and later went on to study Law.

If interviewed, each of the above-mentioned individuals or respondents would adduce assorted reasons for his or her choice in different areas of Law. What is to be made obvious here is the clear link between the diverse areas of legal studies and theatre praxes. Nicole Rogers claims that, “theatre is commonly perceived as play but law is not although some commentators have viewed law as play”. She cites Huizinga’s *Homo Ludens: A Study of the Play Element in Culture*, to buttress her position. She further asserts that her focus in the essay is on “the use of legal texts in theatrical performance, or the (re)presentation of legal performance as theatre ...” (430). The examples provided by her include: “Parliamentary inquiries, as well as courtroom proceedings” (430), which she terms, law in play, with Arthur Miller’s *The Crucible*, Dario Fo’s *The Accidental Death of an Anarchist*, as very apposite examples. In African drama, there are examples like *The Trial of Dedan Kimathi* by Ngugi wa Thiong’o and Micere Mugo, *Man Talk, Woman Talk* by Ola Rotimi, and Zulu Sofola’s *The Wizard of Law*. Some legal dramas are also broadcast on television, like the defunct *Assizes* on Nigerian Television in the 80s; some are produced on radio and on film. These plays on arbitration further the position of intersection between theatre and legal studies in this treatise.

In this treatise, this writer attempts to look at the gains of exploiting the junction between the law and stage arts, especially of the performative kind, in the genre of musical performance. There are often cases brought against agents, marketers, promoters by actors, singers, musicians and vice versa, due to contractual breaches or breach of trust. Most of these cases are not heard or listed and often the parties abandon them or the cases are struck out by the courts without due and diligent prosecution.

The case of *African Songs Ltd v. Sunday Adeniyi and Anor*, Suit No. FRC/L/74/74 (1) at the Revenue Court and a second one *African Songs Ltd.v. Sunday Adeniyi and 8 Ors.* Suit No. LD/1300/74 at the High Court of Lagos shall be our focus (Cited in Asein, *Nigerian Copyright Law*). It is expected that some insight into the gains of the feasible intersection, and fusion, of certain spheres in both areas of scholarship and practice, if not the outright blend between the identified areas of law and theatre studies would have been achieved.

In the first case, the matter concerned copyright, breach of contract, agency and due legal representation as well as action for damages and an injunction to prevent further damages. The plaintiff’s counsel Mr. Ademiju instituted the matter at the Revenue Court, Lagos, seeking an injunction to restrain Sunday Adeniyi, aka, King Sunny Ade, from selling produced records or performing at any other fora. This was a clear case of breach of contract and the plaintiff’s counsel claimed sundry damages and insisted that the contract between his client and the defendant was still subsisting. However the case was struck out on 14<sup>th</sup> October, 1974, by Justice A. A. Adediran as a result of a motion on notice brought by the defendant’s counsel citing section 7(1) of the *Federal Revenue Court Decree* of 1973 which clearly showed the lack of jurisdiction of the Federal Revenue Court to entertain it. On the issue of jurisdiction raised by the defendant’s counsel which, the plaintiff’s counsel argued, was premature, the learned trial judge affirmed that issue of jurisdiction can be raised at any time in the proceedings.

Justice Adediran cited *Decree 7(1)* highlighting the functions and jurisdiction of the defunct Federal Revenue Court in the *Federal Revenue Court Decree*, which stated as follows:

The Federal Revenue Court shall have and exercise jurisdiction in civil causes and matters –

- (a) relating to the revenue of the Government of the Federation in which the said Government or any organ thereof or a person suing or being sued on behalf of the said Government is a party;
- (b) connected with or pertaining to –
  - (i) the taxation of companies and of other bodies established or carrying on business in Nigeria and all other persons subject to Federal taxation;
  - (ii) customs and excise duties;
  - (iii) banking, foreign exchange, currency or other fiscal measures;
- (c) arising from (i) the operation of the *Companies Decree 1968* or any other enactment regulating the operation of companies incorporated under the *Companies Decree 1968*;
- (ii) any enactment relating to copyright, patents, designs, trademarks and merchandise marks;
- (d) of admiralty jurisdiction.

From the facts stated above, the court had no jurisdiction to try the case. Thereafter the plaintiff's counsel sought relief at the Federal High Court, Lagos before Hon. Justice Dosunmu in 1975. The full title of the suit is as follows:

King Sunday Adeniyi Adegeye (A.K.A. King Sunny Ade) (Suing on behalf of himself and members of Green Spot Band) – Plaintiff v. (1) African Songs Limited; (2) Take Your Choice Record Stores Ltd.; (3) Lati Alagbada (Nig.) Ltd.; (4) Record Manufacturers of Nig. Ltd.; (5) Ibukunola Printers (Nig.) Ltd.; (6) Alhaja Awawu Ade Amodu (Trading under the name and style of Alhaja Awawu Ade Amodu & Sons); (7) M.O. Alagbada (Trading under the name and style of M.O. Alagbada (Nig.) Company)–Defendants.

The following reliefs were sought, according to Justice J. Dosunmu. In this action, the plaintiff's claims, as amended, were:

- (i) A declaration that the agreement dated 6<sup>th</sup> October, 1970, made at Lagos between the plaintiff and the 1<sup>st</sup> defendant with 7 others is still subsisting.
- (ii) An injunction restraining the defendants, their servants and or agents from distributing and or selling the gramophone records 12” SALPS 116 cartons No. 3/116 to the members of the public.
- (iii) An injunction restraining the defendants their agents, assigns, servants, partners, from putting out for sale any such recordings, or records performed by the 1<sup>st</sup> defendant and his Green Spot Band or with any other group and in

particular the consignment of recordings and or records which the 1<sup>st</sup> defendant under this name Sunny Alade Records have ordered from Decca Gramophone Company Limited of London.

(iv) Alternatively, an order withdrawing from sale to the public the pressed records referred to in paragraph (ii) above which are in breach of an existing agreement.

(v) An account of all sales of the records sold in contravention of an existing agreement.

(vi) ₦852,012.00 special damages.

(vii) Anticipated profit ₦177,618.00.

(viii) ₦1000,000.00 general damages for breach of agreement.

It took forty years, from 14 February, 1975 to 12 November, 2015, for the case to be decided. It would appear that the contract of service entered into on 6<sup>th</sup> October, 1970, (over 40 years ago) between Sunday Adeniyi, alias, King Sunny Ade, and Decca Records would be devoid of challenges at that time. In present day Nigeria, litigations are not uncommon where damages are claimed over rights of agency, copyright infringements and performance rights. The Judge considered the contract 'restrictive' and declared among other things:

The restrictive covenant which is sought to restrain the 1st defendant from further breaching in clause **4a** of the agreement is to the effect that he shall not during the currency of the agreement render any performance whatsoever to himself, any company or group of persons. That the court will enforce such negative stipulation under certain circumstances is no longer a matter open to argument.

The learned Judge continued:

I have already set down the details of this agreement and I agree with Counsel that some of the terms are stringent. But this is not a ground for holding the contract invalid as the terms are all concerned with what is to happen whilst the defendants are employed by the plaintiff and not thereafter there is no question of restraint of trade.

The crux of Justice Dosunmu's judgment was that King Sunny Ade was wrong to have used the master tape to produce other LP records as the work was the right of the recording company.

The master tape, however, belonged to King Sunny Ade and the contract should have stipulated how to copy from it. After Justice Dosunmu, the case was filed before Justice Tsoho, and it lasted for 18 years in his court after having undergone the third amendment and costs reviewed upward. 40 years after the case would have different perspectives as a result of the pleadings and requests for amendment by the plaintiff and his counsel. Justice Tsoho gave an update of the case as follows:

The Plaintiff commenced this suit against the Defendants by writ of summons filed on 20/2/1997 while the statement of claim was dated and filed on 15/4/1997. There were subsequent amendments of pleadings and the present claims of the plaintiff are founded on the 3<sup>rd</sup> Amended Statement of Claim dated 10/6/2015, amended with the leave of Court.

The 3<sup>rd</sup> amendment statements of claim were as follows:

- a) The sum of ₦1 billion (one billion naira) as general damages against the 1<sup>st</sup> Defendant for breach of contract.
- b) The sum of ₦1 billion (one billion naira) against all the Defendants jointly and severally, as damages for the continuous infringement of the copyright in the musical works/songs of the Plaintiffs.
- c) An order directing the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Defendants jointly and severally, to deliver all the copies of the photographs or likeness of King Sunny Ade in their possession, to King Sunny Ade.
- d) An order of this Honourable Court, restraining all the Defendants jointly and severally, from printing photographs or likeness of King Sunny Ade on any musical work whatsoever.
- e) And order against the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Defendants to jointly and severally, deliver all the copies of the musical works/songs, which are the subject matter of this suit in the possession of the Defendants, their privies or agents, including all the copies in compact disc, cassettes form or any other form.
- f) An order directing the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Defendants jointly and severally, to deliver to King Sunny Ade, (who is the author, composer and owner of the said musical works) the master tapes of the musical works/songs in its original form and in any other form used by the said Defendants in the infringement of the copyright in the said musical works.
- g) An order directing the 1<sup>st</sup> and 2<sup>nd</sup> Defendants, to deliver the master tapes of all the musical works which are the subject matter of this suit, either in its original form or in any other form, recorded under the label of “African Songs”, particularly all those musical works/songs performed by the Plaintiff while known as the Green Spot Band, “Sunny Ade and His Green Spot Band” and “Sunny Ade and His African Beats”.
- h) An order of perpetual injunction restraining all the Defendants, jointly and severally, whether by themselves or their servants, officers, partners, agents and/or privies or otherwise, howsoever, from the continued infringement of the musical works which are the subject matter of this suit, either by way of sale, distribution, manufacturing, reproduction, hiring or otherwise or for any purpose prejudicial to the copyright of Sunny Ade.

### **In the Alternative to Relief 41B Above:**

- i) An inquiry as to damages for the infringement of copyright on the aforementioned musical works/songs of the Plaintiff.
- j) The sum of ₦50,000,000.00 (fifty million naira) from the 5<sup>th</sup> Defendant as damages for the infringement of the copyright in the photograph and/or likeness of King Sunny Ade, used on the jacket cover of the musical works/songs of the Plaintiff in compact discs and cassettes form.
- k) The sum of ₦500 million (five hundred million naira) against the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Defendants jointly and severally, as damages for conversion of the copyright in the musical works/songs and photographs or likeness of King Sunny Ade, printed without the Plaintiff's authority, or that of King Sunny Ade, on cassettes jacket cover of the musical works of the Plaintiff in compact discs and cassettes form.
- l) An inquiry as to damages caused by the infringement of at the option of King Sunny Ade, an account of the profits made by the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Defendants by the said infringement and an order for the payment of the amount found to be due on the taking of such account.
- m) Further or other reliefs as may be deemed fit by the Honourable Court.
- n) Furthermore, the judge stated: There is no denial that the dispute between the parties in this suit, especially as between the Plaintiff and the 1<sup>st</sup> Defendant is centred on the interpretation of the agreement dated 6<sup>th</sup> October, 1970 (Exhibit Q] and the Judgment of Mr. Justice L. J. Dosunmu in Suit No. LD/1300/74 dated 14<sup>th</sup> February, 1975 (Exhibit R) and the effect of these documents on the claims of the parties. One fundamental feature of the agreement (Exh. Q) is that irrespective of its essence, it was for a term of five (5) years. This is explicitly stated in clause (2)(b) thereof, which provides thus:

(2)(b) The ARTIST will during a period of five years commencing from the date first above mentioned attend at such places and times as the company shall require and elect for reproduction in any record.

Two major issues are pertinent to mention here: Did the five (5) year contract lapse after the 'chronos' time of five years contract period; or was time still open for the specific performance of the contract? Justice Tsoho held that the contract expired as well as the engagement. The costs awarded were below what was demanded above but the crux of the matter was the burden upon an artist as a result of a contract he evidently did not understand, or even peruse. King Sunny Ade won the case and damages were awarded to him against the recording company.

It is pertinent to consider the following as performing or theatre artists as they were clear occurrences in the Sunny Ade case:

## **Agency**

A performing artiste as principal, should not be left to negotiate the terms of an agreement or contract without a knowledge, experience of the rudiments of a contract, or both with a record label. The imperative of agency is central. Either as someone or group of individuals acting on the artistes or principal's permission or paid to represent the latter, the agent charts the course of the contract between the performer and the third party. The relationship between the agent and principal exists on one level, and the one between the three. The agent could also be the marketer, promoter, or any other name that captures the role played to facilitate the contract. The agent needs to be faithful to his principal and so ensure a fiduciary relationship between both of them. There should be consent before the relationship of agency is established, although it could be by necessity (Edeh, Anumba, Ukonu, & Agu 264).

Theatre artistes can be agents of their fellow artistes. The agent is also required to perform his duties, or would be in breach of performance. He should be loyal and obedient and exercise skill and care. Books, documents, profits should be declared to his principal. Proper guidance is however required. Where a lawyer as solicitor or advocate could fit into the required roles for the agency to subsist, the agreements could be seen to a logical conclusion, signed, sealed and delivered.

## **Contract**

A contract exists when there is an offer to carry out a job or service, and the acceptance (Sagay 2). The performing artiste must have accepted to perform under the music label of African Songs for the contractual relationship between them to be valid. The friendship between King Sunny Ade and Chief Abioro was not a contract. The document or word of agreement between both parties is the contract and therefore binding as a result of the mutual consent between the parties (Alobo 5). The agent gets to this stage where the preliminary authority to act as agent has been obtained. The parties must have capacity to enter into the contract.

## **Breach of Contract**

According to the *Oxford Dictionary of Law*, breach of contract "is the failure by a party to a contract to perform his obligations under the contract or an indication of his intention not to do so" (66). A breach is tantamount to non-performance and remedies could be sought against such breach in a court of law. The breach in focus for which action was brought against King Sunny Ade was a fundamental breach, although African Songs Limited acted in bad faith and did not exhibit fiduciary relationship with his client.

## **Remedy for Breach of Contract**

A remedy is a relief or redress sought in a court of law. However, the party in breach is made to pay damages in a civil procedure or action. Other remedies are: injunction, which African Songs Limited sought from the court in the first case; declaration, or specific performance. At the close of the case, King Sunny Ade was awarded damages, and compensated for the wrong that he suffered even though the defendants also filed a counter claim for damages.

### **Copyright Infringements**

To own copyright, or be assigned the copyright over a work of art, stage play, performance, dance, means the works or performances, film, radio production, publication, DVDs, CDs, cannot be used, copied, performed reproduced without the permission of the copyright owner, usually the originator, or creator of the work. A copyright is a property that could be assigned or bequeathed. Recorded musical works are protected by copyright. According to Chioma Unini, in the suit between King Sunny Ade and the seven defendants in the previous case, there were infringements on the rights of the singer-performer as regards 43 singles, extended play and master tapes (Unini, “Copyright Infringement”). The different infringements led to the singer’s loss of revenue and in turn, profit. The burden of proof rests on the person who claims, or alleges infringement as seen in *Densy Industries v Uzokwe & Ors* of 1964, 1 All ER 465. This denotes that the plaintiff should show evidence of the work as his own, and that the copyright is validly owned, he is the assignee and has the exclusive licence to exercise the right.

### **Performance Rights**

The rights to perform music, dance or a play by an actor, is known as *performing rights*. Profits are shared according to the sharing formula already agreed upon between the song writer/composer, performer, instrumentalist, and so on.

### **Due Legal Representation**

Once an artiste is not represented in court, it becomes difficult to obtain justice. Legal representation is due, when court processes are properly filed and both sides are able to state their sides of the story or case. In the case under consideration, both sides were duly represented.

### **Action for Damages**

The monetary compensation often sought by the claimant, or which the court is approached to award in favour of a party seeking redress in a case is called damages. The wronged party is awarded money to mitigate the loss suffered as a result of negligence, breach of contract, or failure.

### **An Injunction to Prevent further Damages**

A party that seeks an injunction to prevent further damages may seek to prevent general damages, especially if they would not be sufficient to deliver justice. It is an order of the court which prohibits a party in a suit, or a person from carrying out an action. An injunction may also require either of the parties in a case, or a person from doing something or such a party, or person may be required to effect an action, or do something.

An injunction is an equitable remedy, which makes the injunction to conform to the maxims of equity like; those who seek equity must do equity, equity considers as done, that which ought to be done, he who seeks equity must come to court with clean



hands, and delay defeats equity. Injunctions could be interlocutory, often granted to maintain the *status quo* between the plaintiff and defendants before the courts determines their individual rights. Where the injunction is final or perpetual, it is a remedy granted to preserve and protect the plaintiff's proven proprietary rights infringed upon from continuing. Other injunctions are Anton Pillar and Mareva injunctions. Damages could be general or special. In the extant case, the defendants sought leave of court to restrain the plaintiff or claimant from claiming further damages, especially general or monetary damages which were sought by King Sunny Ade.

### **Alternatives to Litigation**

It should be noted that there was the chance of the breach being remedied without recourse to litigation. The option of Alternative Dispute Resolution (ADR) is a veritable path to tread. The options of mediation, negotiation and the other opportunities to settle disputes without court action should be picked. The performative arts thrive on amity, cordiality and the mutual interrelatedness that are causal to and resultant from performances. The fewer the number of litigation in courts, the better for the purse of and symbioses between artistes. The different suits between the Collecting Society of Nigeria, performing musicians could be prevented by the choice of ADR.

### **Conclusion**

Contracts are necessary to regulate business agreements where artistic performances refer. Artistes should exercise due diligence to read and understand the clauses of a contract. The enthusiasm of becoming a recording act is permissible; passion alone cannot serve a business relationship and litigation. Nevertheless it is necessary to respect agreements when they are reached. A case in point is Anidugbe Oluwatobiloba Daniel, also known as, Kiss Daniel, and his exit from G-Worldwide in 2017, which many claim may start another legal odyssey or tug-of-war between the artiste-entertainer and his former record label manager. It is not known whether his private record label Fly Boy Inc. established in 2017 would make greater impact than his former agent/label; or the clauses of the erstwhile contract that he entered into shall restrain him from future contracts or limit his performance freedom. The Hip Hop artiste, singer and song writer, Douglas Jack Agu, also known as, Runtown, and the singer and song writer, Olawale Oloforo, also called, Brymo, were also involved in cases with their record labels, Eric Manny Entertainment and Chocolate City, respectively.

It is clear that fresh performing often rely on excitement, interpersonal relationships of the mentee-mentor type in the pure contractual associations that should involve accounts balance sheets! Often negotiations are entered into without the knowledge of the recording or performing artiste. The recent claims by Inyanaya are a reference point. When booking involving local and foreign trips are made, the exhilaration felt and exhibited by artistes often prevent them from asking the right questions about budget, finance, and accounting processes. The neophyte artiste is often made to believe he/she is enjoying the good will of the agent or marketer, where in reality, his/her act and performances paid the whole bill. Lawyers learned in

entertainment matters can save artistes and other performers from extortion via fraudulent agreements or contracts.

Furthermore, apart from contract of service, the area of wills, codicils and inheritance have often thrown the estate of legendary performing artistes into disarray. It has been claimed that great artistes often die intestate and leave their families in disorder, with very few or no offspring to make visible impact of their enduring legacies or execute their will due to litigation, if they died testate. The estates of prominent performing artistes come to mind readily. One of such is Chief Hubert Ogunde. This writer wagers that every artiste needs basic knowledge of commercial, labour and contract laws to function optimally in every artistic and performative enterprise that he or she engages in.

### **Recommendations**

In Higher Educational Institutions where Theatre, Performing Arts and other variants of the course are studied, proactive efforts should be made to facilitate the meeting points between Law and Theatre Arts and thereby produce gains for students, teachers and practitioners. Courses like Media Law, Intellectual Property Law, Copyright and Entertainment Law, Ethics of Performance, Online Etiquette, and Alternative Dispute Resolution, should be taught by lawyers, or people with the rudiments of legal training or certification. Where this is an uphill task, they could be taught by adjunct lecturers from the faculty of law from within or outside the university. The performing artistes and allied staff should be familiar with the *Nigerian Copyright Act of 2004*.

Legal education or training in drafting for artists, performers and entertainers, is imperative, no matter how rudimentary it is in the areas of agency, contract, sale of goods and services. Where this is not feasible, paralegal services could be procured for this tutelage for artistes to be actualised. At another level, legal practitioners should have the requisite knowledge of the areas they adjudicate or advocate on where contracts of service in the arts are concerned. It is the opinion of this writer that if Honourable Justice Tsoho embraced the rubrics of copyright law, his judgment would have been different. This stance arose because the learned Judge gave a literal interpretation of the Law of Contract, which he applied to musical arts performance contract.

The pertinence of a second opinion on yet-to-be-signed contracts cannot be overemphasised as many artistes are eager to sign contracts without perusing these. Many artistes do not know the difference between invitation to treat and a clear contract offer. The need to avoid inherent pitfalls in agreements between artistes, managers and producers cannot be gainsaid. If managers or agents can resort to law to tie down the subsistence of contracts, artists should seek explanation of what the business agreement would likely be from third parties, and over some term of years or specific period. Lawyers should have a control of the sphere of artistic, musical, theatrical and other professions when litigations arise there from.

The time for the general practice of law to be stretched to suit areas of disjointed practice is over. New areas of theatre and legal studies keep manifesting and one of such is entertainment law. Media Law has gradually taken root and lawyers in the sundry areas of media practice, even New Media have continued to practice in the distinctive areas. By this, it is also proposed that lawyers and artistes seek to actualise the meeting points in

both spheres of work, upgrade their knowledge of the workings of the entertainment industry in the specific areas of theory and practice. Lawyers owe their clients, especially performers and entertainers the duty of diligence and commitment and courts have a duty in interpreting artistic contracts and to be conversant with the peculiarities of the industry as this would assist them to reach a proper determination of suits when they occur.

It is contingent upon the Society of Nigeria Theatre Artists (SONTA), National Association of Nigerian Theatre Arts Practitioners (NANTAP), and the different guilds of performers in the theatrical, film, music, dance and the various performative landscape of Nigeria, to seek ways of sensitising the Nigerian Bar Association (NBA) to their world of work. Such synergy would yield much dividend for both the performers and lawyers. The time has come for entertainment lawyers to meet the specific needs of performers and encourage more intersections which are feasible and rational.

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